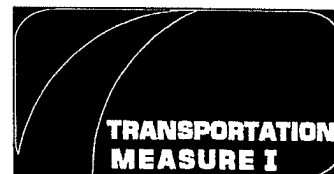




## San Bernardino Associated Governments

1170 W. 3<sup>rd</sup> Street, San Bernardino, CA 92410  
Phone: (909) 884-8276 Fax: (909) 885-4407  
Web: [www.sanbag.ca.gov](http://www.sanbag.ca.gov)



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•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority  
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

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## AGENDA

### Mountain/Desert Committee Measure I Committee

**August 15, 2008**  
**9:00 a.m.**

**Town of Apple Valley**  
**14955 Dale Evans Parkway**  
**Apple Valley, CA**

### **Mountain/Desert Committee Membership**

#### **Chair**

*Brad Mitzelfelt*  
*Board of Supervisors*

*Lawrence Dale, Mayor*  
*City of Barstow*

*Mike Rothschild, Council Member*  
*City of Victorville*

#### **Vice Chair**

*Bill Jahn, Mayor Pro Tem*  
*City of Big Bear Lake*

*Mike Leonard, Mayor*  
*City of Hesperia*

*Bill Neeb, Council Member*  
*Town of Yucca Valley*

*Trinidad Perez, Mayor Pro Tem*  
*City of Adelanto*

*Rebecca Valentine, Council Member*  
*City of Needles*

*Dennis Hansberger*  
*Board of Supervisors*

*Rick Roelle, Council Member*  
*Town of Apple Valley*

*Jim Harris, Council Member*  
*City of Twentynine Palms*

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

***As a Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

**San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency**

**AGENDA**

**Mountain/Desert Committee  
\*Measure I Committee**

**August 15, 2008  
9:00 a.m.**

**Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, CA**

**CALL TO ORDER:  
(Meeting Chaired by Brad Mitzelfelt)**

- I. Attendance**
- II. Agenda Notices/Modifications:**
- II. Announcements:**

1. **Possible Conflict of Interest Issues for the Mountain/Desert Committee Meeting of August 15, 2008.** Pg. 7

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

### **Consent Calendar**

2. **Attendance Register** Pg. 8

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

### **Discussion Items**

\* Items marked with an asterisk denote review by both the Mountain/Desert Committee and Measure I Committee.

- \*3. **Project Advancement Agreement Repayment** Pg. 10

Adopt the following policies in Attachment #1 regarding the repayment of Measure I 2010-2040 Project Advancement Agreements for the Valley Interchange and Major Street Programs and for the Mountain/Desert Major Local Highway Programs. **Steve Smith**

4. **Call Box Program Update** Pg. 19

Receive Report and Provide Direction. **Michelle Kirkhoff**

**5. Amendment to Barstow Area Transit System Operational Analysis with DMJM Harris, Inc. formerly known as Urbitran Associates** **Pg. 24**

1. Approve Amendment 1 to Contract C08029 – Preparation of an Operational Analysis of the Barstow Area Transit System awarded to DMJM Harris, Inc. extending the time performance by nine months to December 2008 and increase the budget authority by \$10,650.00 for the additional data analysis required. Also included in the amendment is the name change from Urbitran to DMJM Harris Inc. who purchased Urbitran Associates in July of 2008.
2. Approve Amendment to Budget Task 31609000 in the amount of \$10,650.00. **Beth Kranda**

**6. Proposition 1B Public Transit Modernization, Improvement and Service Enhancement Account (PTMISEA) Funding for the Purchase of Three (3) Replacement Paratransit Vehicles.** **Pg. 29**

1. Approve Amendment to Budget Task 31609000 – Barstow Area Transit Capital Expense, increasing the budget authority by \$420,000.
2. Authorize the Executive Director to execute Memorandum of Understanding (C09025) with the City of Barstow for the payment of \$420,000 to purchase three replacement paratransit vehicles. **Beth Kranda**

**7. Quarterly Administrative Report on SANBAG Federal Funding Programs** **Pg. 37**

1. Receive report on quarterly reporting and obligation status.
2. Adopt a finding of compliance with obligation requirements for all affected agencies. **Ty Schuiling**

**Public Comments**

Items under this heading will be referred to staff for further study, research, completion and/or future actions.

**8. Additional Items from Committee Members**

**9. Brief Comments by the General Public**

**Additional Information**

**Acronym List**

**Pg. 42**

### **ADJOURNMENT:**

Complete packages of this agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

**Next Mountain/Desert Committee Meeting – Friday, September 19, 2008**

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

SANBAG General Practices for Conducting Meetings  
of  
Board of Directors and Policy Committees

**Basic Agenda Item Discussion.**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

**The Vote as specified in the SANBAG Bylaws.**

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

**Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

**Courtesy and Decorum.**

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 1

**Date:** August 15, 2008

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
5	C080291	DMJM Haris, Inc. David Sampson	N/A

**Financial Impact:** This item has no direct impact on the budget.

**Reviewed By:** This item is prepared monthly for review by the Board of Directors and Policy Committee members.

*Approved*  
*Mountain Desert Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

# MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD - 2008

Name	Jan	Spec. Mtg Feb	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Trinidad Perez +</b> City of Adelanto	X		**		**	X		X					
<b>Rick Roelle</b> Town of Apple Valley	X	X	**	X	**	X	X						
<b>Lawrence Dale</b> City of Barstow	X	X	**	X	**	X	X	X					
<b>Bill Jahn</b> City of Big Bear Lake	X	X	**	X	**	X	*						
<b>Mike Leonard</b> City of Hesperia		X	**	X	**	X	X	X					
<b>Rebecca Valentine</b> City of Needles	X	X	**		**	X	X	X					
<b>Jim Harris</b> City of Twentynine Palms	X	X	**	X	**		X	X					
<b>Mike Rothschild</b> City of Victorville	X	X	**	X	**	X	X						
<b>Bill Neeb ***</b> Town of Yucca Valley			**		**	X	X	X					
<b>Brad Mitzelfelt</b> County of San Bernardino	X	X	**	X	**		X	X					
<b>Dennis Hansberger</b> County of San Bernardino	X	X	**	X	**		X	X					

\*Non-voting City Representative attended  
+ Measure I Committee representative

\*\*The Mountain/Desert Committee did not meet

\*\*\* New SANBAG Board Member

X = Member attended meeting.

\* = Alternate member attended meeting. Empty box = Member did not attend meeting Crossed out box = Not a Board Member at the time.

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# MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2007

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Trinidad Perez +</b> City of Adelanto	X	X	X	**	**	X	**	X	X	X	X	X
<b>Rick Roelle</b> Town of Apple Valley	X		X	**	**	X	**	X	X		X	X
<b>Lawrence Dale</b> City of Barstow	X	X	X	**	**	X	**	X			X	X
<b>Bill Jahn</b> City of Big Bear Lake			X	**	**		**	X		X	X	X
<b>Mike Leonard</b> City of Hesperia	X		X	**	**	X	**	X	X	X	X	X
<b>Rebecca Valentine</b> City of Needles	X	X	X	**	**	X	**	X	X	X	X	X
<b>Jim Harris ***</b> City of Twentynine Palms	X		X	**	**	X	**	X			X	X
<b>Mike Rothschild</b> City of Victorville	X	X	X	**	**	X	**	X	X		X	*
<b>Chad Mayes</b> Town of Yucca Valley		X	X	**	**	X	**	X	X	*	X	
<b>Brad Mitzelfelt</b> County of San Bernardino	X	X		**	**	X	**	X		X	X	X
<b>Dennis Hansberger</b> County of San Bernardino		X	X	**	**	X	**	X	X	X	X	X

\*Non-voting City Representative attended  
+ Measure I Committee representative

\*\*The Mountain/Desert Committee did not meet

\*\*\* New SANBAG Board Member

X = Member attended meeting.

\* = Alternate member attended meeting. Empty box = Member did not attend meeting. Crossed out box = Not a Board Member at the time.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 3\*

**Date:** August 15, 2008

**Subject:** Project Advancement Agreement Repayment

**Recommendation:\*** Adopt the following policies in Attachment #1 regarding the repayment of Measure I 2010-2040 Project Advancement Agreements for the Valley Interchange and Major Street Programs and for the Mountain/Desert Major Local Highway Programs.

**Background:** Following the passage of Measure I 2010-2040 in November 2004, several member agencies indicated an interest in advancing shelf-ready or near-shelf-ready freeway interchange, overcrossing, or arterial projects consistent with the new Expenditure Plan. After several months of consideration, a strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to 2010 was approved by the SANBAG Board in December 2005, with the model interagency Project Advancement Agreement approved by the Board in April 2006.

At the time the Board of Directors approved the Project Advancement Agreement program, it was agreed that reimbursement would be pursuant to a schedule to be determined through the Measure I 2010-2040 Strategic Plan development process. Development of a repayment schedule would significantly affect the options available to SANBAG in terms of "frontloading" another program (as Metrolink was frontloaded in the current Measure I) or bonding against future Measure I revenue. Because it was recognized that a decision to proceed with an

*Approved*  
*Major Projects Committee*

*Date:* August 15, 2008

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

advancement program with a pre-determined reimbursement schedule could foreclose Strategic Plan options otherwise available to the Board of Directors, the Board approved the Project Advancement Agreement program and the model interagency Project Advancement Agreement without a specific repayment timeframe. However, several stipulations related to repayment were included in the model agreement approved by the Board and in each agreement subsequently signed by SANBAG and local jurisdictions. Section III.4 of each agreement states:

*“Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.”*

Since April 2006, the Board of Directors has approved advancement agreements for three interchanges totaling \$29 million, fifteen arterials totaling \$56 million, and one grade separation totaling \$14 million. SANBAG staff has estimated that repayment of existing advancement agreements at the maximum 40 percent level could require 5 years for the Measure I Valley Interchange Program and 6 years for the Major Street Program once the revenues for Measure I 2010-2040 begin flowing in April 2010. One advancement agreement has been executed to date in the Mountain/Desert subareas – the I-15/Ranchero Road interchange in the City of Hesperia.

The proposed approach addresses the concept of proportionality contained in the existing project advancement agreements, and opens the door for additional advancement agreements for construction of Nexus Study projects in a way that treats both existing and new agreements fairly. The basic philosophy is that the projects that incur expenditures earlier should be reimbursed earlier, so as to minimize the amount of time between the expenditure and reimbursement. The policies recommended to implement this approach are restated below, followed by a brief discussion of the background behind each.

1. **Overall Approach:** Use the reimbursement approach contained in all previously executed project advancement agreements, i.e. pay reimbursements to all eligible advanced projects up to 40 percent of the revenues allocated to the program categories from which the projects will be funded.

**Discussion:** The 19 project advancement agreements already executed contain the repayment provisions quoted above. These agreements represent contracts between SANBAG and local jurisdictions that can be amended only by the mutual agreement of both parties. Using the proposed approach allows the existing agreements to be respected while implementing a set of procedures for repayment that is equitable to all jurisdictions with PAAs and provides a greater degree of certainty about repayment than previously existed. There is no need to amend existing agreements under this approach.

2. **Commitment of Available Revenues:**

*Valley Programs* - Commit the full 40% of available revenues for each program to the reimbursement of Project Advancement Agreements on an annual basis, to provide additional certainty to jurisdictions regarding reimbursement timelines. The SANBAG Board, at its discretion, may increase the 40% apportionment level to a higher percentage specific to each program if the time between expenditure and reimbursement has become greater than six years or if the other project needs for the fiscal year are less than the remaining 60% of the pertinent program.

*Mountain/Desert Subareas* - Commitment percentage is to be determined through a recommendation from the subarea committees, review and approval of the Mountain/Desert Committee, and approval of the SANBAG Board.

**Discussion:** One of the concerns of the jurisdictions with advancement agreements has been that there is little certainty as to when they could be reimbursed for expenditures incurred by constructing their projects early. One of the principal reasons for implementing the project advancement program was that constructing projects at an early date was beneficial both to the jurisdiction and to the Measure. One of the commitments of the jurisdictions signing up for this program was that they would be repaid in uninflated dollars, regardless of when the reimbursement occurred. As indicated earlier, the existing advancement agreements in the Valley may not be fully repaid until 2016 even if the commitment is made to allocate the allowable 40% of program revenues. Extending the payment date even farther into the future by allocating less than the 40% of program revenues could be viewed as unfairly taking advantage of the jurisdictions that executed the PAAs. Therefore staff believes it is appropriate for the Board to make a

commitment to repay the PAAs in the Valley at the 40% level of Interchange and Major Street program revenues. This would create an additional level of certainty as to when these jurisdictions may be reimbursed. In the Mountain/Desert subareas, the commitment percentage would be determined through the process of committee deliberations stated above.

3. **Order of reimbursement:** The order of reimbursement will be based on date of expenditure. Specifically, the dates of consultant and contractor invoices reflecting actual project expenditures will be used to represent the date of expenditure. Expenditures incurred prior to April 5, 2006 (the date when the model agreement for the Project Advancement Program was adopted by the SANBAG Board of Directors) will not be reimbursed.

**Discussion:** The proposed approach uses the date of consultant and contractor invoices as the mechanism for setting priorities for repayment of PAAs. This is believed to be the most equitable way to balance the obligations among all the advancement agreements, as it minimizes the time between when each expenditure was incurred and when it will be reimbursed. Discussion of this approach at a workshop with staff from the jurisdictions on July 30, 2008 indicated that the date of Board approval of the model project advancement agreement (April 5, 2006) represented an appropriate time prior to which expenditures would not be eligible for reimbursement.

4. **Execution of New Project Advancement Agreements:** Allow for execution of new PAAs through January 31, 2009, with expenditures to be reimbursed using the same criteria as existing PAAs. Reimbursement for invoices dated prior to April 2010 (the initiation date of Measure I 2010-2040) and not covered under a PAA cannot be guaranteed. Projects not under PAAs and incurring expenses from April 2010 onward will be reimbursed under policies being developed through the Strategic Plan for the respective programs.

**Discussion:** SANBAG staff is aware that some jurisdictions have constructed, or are constructing, projects on their Nexus Study project list and would like to execute PAAs that will allow for those expenses to be reimbursed. In February 2008 the Board approved the expansion of eligibility for new PAAs regardless of construction schedule. However, it was determined at the April 2008 Major Projects Committee that the execution of new PAAs in the Valley should await the broader policy discussion in the context of the Measure I 2010-2040 Strategic Plan. Thus, there has been a de facto moratorium on the execution of new PAAs until such discussion occurs. Staff recommends that execution of new PAAs be allowed until the

end of January 2009. This will allow staff to go into the budgeting process for FY 2009/2010 with an understanding of the potential obligations to PAA repayment. It will also allow a clearly defined end to additional financial obligations under the project advancement program. Because some jurisdictions may want to construct other projects in advance of the availability of Measure I dollars being available for reimbursement, staff is expecting the need for a program similar to the PAA process to allow for this to occur. Caltrans has an "advance construction" process that is similar to what is contemplated here, and a transition to an advance construction procedure could be anticipated. This would insure that jurisdictions have the ability to recover other expenditures that are incurred prior to April 2010 but that may not be covered under the project advancement program. However, jurisdictions would be encouraged to execute PAAs for any Nexus Study projects for which they anticipate expenditures prior to April 2010. The advance construction process is expected to be discussed over the next several months as the Valley Interchange and Major Street Program policies are further developed.

5. **Quarterly Reimbursements:** Reimbursements by SANBAG for eligible expenditures will be provided on a quarterly basis. The first reimbursements will occur in approximately July 2010, following the quarterly reconciliation of sales tax dollars by the State.

**Discussion:** Both quarterly and annual payments of PAA invoices were evaluated. Quarterly reimbursements for PAAs are recommended because it minimizes the time required to receive payment (as opposed to end-of-year payments) and is administratively more manageable than a shorter timeframe. The annual apportionment to PAA repayment approved by the Board will be split into quarterly estimates as the basis for defining the availability of funds for reimbursement for the quarter.

6. **Project Cost to be Reimbursed:**

*Valley Programs* - For the Valley Interchange and Major Street Programs, SANBAG will pay up to the Measure I share of Nexus Study project cost or Measure I share of the actual cost, whichever is less. The Measure I share means the portion being contributed from Measure I 2010-2040 Valley Interchange or Major Street Program funds. For new PAAs (i.e. those executed after adoption of the policies in this agenda item), the Nexus Study project cost will be the cost included in the version of the Nexus Study in force at the time the first project expenditures were incurred or at the time of



the execution of the agreement, whichever is earlier. This will provide cost equity with those projects already covered under existing PAAs.

*Mountain/Desert Subareas* - For the Mountain/Desert subareas, SANBAG will pay the Major Local Highway Program portion of the project cost (i.e. the Measure I share) negotiated on a project-by-project basis resulting from a recommendation from the subarea committees, review and approval of the Mountain/Desert Committee, and approval of the SANBAG Board.

**Discussion:** The definition of the cost to be reimbursed is consistent with existing PAAs. Because new PAAs could include projects that have already been constructed as well as projects that have not yet been started, it is important to execute new PAAs in a manner that does not disadvantage holders of existing PAAs. This can be done by using the same Nexus Study cost basis as was used by those jurisdictions that have already executed PAAs. If, for example, projects covered under new PAAs began to incur expenses in September 2006, the cost basis would be the Nexus Study approved by the SANBAG Board in October 2005. The latest Nexus Study update costs would not be used. This creates parity between projects that were incurring expenses within the same general timeframe, regardless of when the PAA was executed. The basis of costs for Mountain/Desert PAAs must be handled differently, through the process of identifying project priorities and financial commitments in which the Mountain/Desert jurisdictions are currently engaged. In this case, the financial commitments will likely be based on project lists being developed by each subarea committee and the schedules associated with those projects.

7. **Submission of Invoices:** Jurisdictions must submit to SANBAG any reimbursable consultant and contractor invoices, or other verifiable record documenting the magnitude and date of expenditures on the project.

**Discussion:** All existing PAAs require jurisdictions to maintain documentation on expenditures incurred so that proper project reimbursement can be maintained. In some cases, this may mean that records need to be retained for 8 years or more. SANBAG will notify jurisdictions when the submission of invoices may commence, and SANBAG will maintain a database of invoices received. It should be remembered that it is the date of the original consultant/contractor invoice that is the controlling date, not the date of submission of the invoice to SANBAG. If a jurisdiction no longer has the consultant/contractor invoices available, alternate proof may be acceptable on a case-by-case basis, but each case will need to be reviewed individually for assurance that the claimed expenditures are eligible.

- 8. Payment of Invoices by Date of Expenditure:** SANBAG staff will arrange the PAA invoices in order of expenditure (including invoices for projects still in progress), separately for each program and will draw a line at the point where cumulative expenditures (of the Measure I share of the cost) exceed the Board-established apportionment cap for each program for the given quarter. The Measure I share of the cost (i.e. the proportion of the cost being funded by the pertinent program - Valley Interchange Program, Valley Major Street Program, or Mountain/Desert Major Local Highways Program) for all projects above the line will be reimbursed. All project expenditures below the line will wait for reimbursement until the following quarter. This process of quarterly payments will continue until all PAAs are fully repaid.

**Discussion:** SANBAG will maintain a database of local jurisdiction invoices for each program and will sort the invoices chronologically by program. The cumulative total of the public share of project costs will be calculated, and this will be compared to the apportionment amount available for the quarter. All invoices that can be accommodated within the quarterly apportionment will then be reimbursed. The invoice database can be shared with jurisdictions, and an approximation can be made as to when reimbursements for invoices may occur in subsequent quarters.

- 9. Inclusion in Equitable Share Calculations:** For the Valley Major Street Program, reimbursement of PAAs will be included in the equitable share calculations maintained by SANBAG to ensure geographic equity over the life of the Measure.

**Discussion:** The policy framework for the Valley Major Street Program is still under discussion. However, it is clear that the distribution of funds on a geographically equitable basis is a key principle regardless of which approach is ultimately adopted. To provide assurance of an equitable distribution based on Nexus Study Measure I share of costs, SANBAG staff will need to maintain running calculations of expenditures incurred as related to equitable shares per jurisdiction, with caps in place to insure that sufficient funds will be available for those jurisdictions constructing more of their projects later in the Measure. This recommendation acknowledges that staff will be including expenditures under the project advancement program in the equitable share calculations, with adjustments for the time-value of money.

**Financial Impact:** This item has no impact on the approved Fiscal Year 2008-2009 Budget TN 61009000.

**Reviewed By:** This item is scheduled to be reviewed by the Major Projects Committee on August 14, 2008 and by the Mountain/Desert Committee on August 15, 2008

**Responsible Staff:** Steve Smith, Chief of Planning  
Ryan Graham, Transportation Planning Analyst  
Ty Schuiling, Director of Planning and Programming

## Attachment #1

### **Recommended Measure I 2010-2040 Project Advancement Agreement Policies:**

1. **Overall Approach:** Use the reimbursement approach contained in all previously executed project advancement agreements (PAAs), i.e. pay reimbursements to all eligible advanced projects up to 40 percent of the revenues allocated to the program categories from which the projects will be funded.
2. **Commitment of Available Revenues:**  
*Valley Programs* - Commit the full 40% of available revenues for each program to the reimbursement of Project Advancement Agreements on an annual basis, to provide additional certainty to jurisdictions regarding reimbursement timelines. The SANBAG Board, at its discretion, may increase the 40% apportionment level to a higher percentage specific to each program if the time between expenditure and reimbursement has become greater than six years or if the other project needs for the fiscal year are less than the remaining 60% of the pertinent program.  
*Mountain/Desert Subarea* – The commitment percentage is to be determined through a recommendation from the subarea committees, review and approval of the Mountain/Desert Committee, and approval of the SANBAG Board.
3. **Order of reimbursement:** The order of reimbursement will be based on date of expenditure. Specifically, the dates of consultant and contractor invoices reflecting actual project expenditures will be used to represent the date of expenditure. Expenditures incurred prior to April 5, 2006 (the date when the model agreement for the Project Advancement Program was adopted by the SANBAG Board of Directors) will not be reimbursed.
4. **Execution of New Project Advancement Agreements:** Allow for execution of new PAAs through January 31, 2009, with expenditures to be reimbursed using the same criteria as existing PAAs. Reimbursement for invoices dated prior to April 2010 (the initiation date of Measure I 2010-2040) and not covered under a PAA cannot be guaranteed. Projects not under PAAs and incurring expenses from April 2010 onward will be reimbursed under policies being developed through the Strategic Plan for the respective programs.
5. **Quarterly Reimbursements:** Reimbursements by SANBAG for eligible expenditures will be provided on a quarterly basis. The first reimbursements will occur in approximately July 2010, following the quarterly reconciliation of sales tax dollars by the State.

6. **Project Cost to be Reimbursed:**

*Valley Programs* - For the Valley Interchange and Major Street Programs, SANBAG will pay up to the Measure I share of Nexus Study project cost or Measure I share of the actual cost, whichever is less. The Measure I share means the portion being contributed from Measure I 2010-2040 Valley Interchange or Major Street Program funds. For new PAAs (i.e. those executed after adoption of the policies in this agenda item), the Nexus Study project cost will be the cost included in the version of the Nexus Study in force at the time the first project expenditures were incurred or at the time of the execution of the agreement, whichever is earlier. This will provide cost equity with those projects already covered under existing PAAs.

*Mountain/Desert Subareas* - For the Mountain/Desert subareas, SANBAG will pay the Major Local Highway Program portion of the project cost (i.e. the Measure I share) negotiated on a project-by-project basis resulting from a recommendation from the subarea committees, review and approval of the Mountain/Desert Committee, and approval of the SANBAG Board.

7. **Submission of Invoices:** Jurisdictions must submit to SANBAG any reimbursable consultant and contractor invoices, or other verifiable record documenting the magnitude and date of expenditures on the project.
8. **Payment of Invoices by Date of Expenditure:** SANBAG staff will arrange the PAA invoices in order of expenditure (including invoices for projects still in progress), separately for each program and will draw a line at the point where cumulative expenditures (of the Measure I share of the cost) exceed the Board-established apportionment cap for each program for the given quarter. The Measure I share of the cost (i.e. the proportion of the cost being funded by the pertinent Measure I program) for all projects above the line will be reimbursed. All project expenditures below the line will wait for reimbursement until the following quarter. This process of quarterly payments will continue until all PAAs are fully repaid.
9. **Inclusion in Equitable Share Calculations:** For the Valley Major Street Program, reimbursement of PAAs will be included in the equitable share calculations maintained by SANBAG to ensure geographic equity over the life of the Measure.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 4

**Date:** August 15, 2008

**Subject:** Call Box Program Update

**Recommendation:**\* Receive Report and Provide Direction.

**Background:**

At the June Mountain/Desert Committee (MDC) meeting, questions were asked about the call box program and the impact of the recent removal of four call boxes along State Route (SR) 38. The following is information about the removals of call boxes due to the transition of digital to analog cellular service.

When the call box program was started in 1990, the only cellular technology available was an analog signal. As digital service became available in the early 2000's, the cellular companies and the Federal Communications' Commission agreed that the cellular companies would only be required to maintain an analog signal/service until February 2008. This gave the cellular companies time to transition their network and customers over to digital service. Because of this requirement, all the call boxes had to be converted from an analog to a digital signal, by February 2008. SANBAG started its transition in 2005 but did not remove any analog boxes until the very last minute, so that we could evaluate if there were any other options for those call boxes that were not receiving a reliable and consistent digital signal. By February of 2008, all call boxes had been transitioned to digital, except for 28 call boxes that did not have a stable, viable,

*Approved*  
*Mountain/Desert Committee Meeting*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

consistent digital signal. As a result, those call boxes were removed from the system. In addition to the four call boxes on SR 38, there were 24 additional call boxes removed on SR 62, SR 18, SR 127 and SR 138.

Even before this transition from analog to digital, SANBAG's maintenance provider has had problems over the years in these rural areas receiving a strong analog signal. This is due to the type of terrain (hills/canyons/mountainous) as well as the gaps that were present in the cellular network. Knowing that these areas were going to be a problem with the digital conversion, technicians worked diligently over several years to find alternate locations that could accept the digital signal. We also explored configurations (such as stronger and better directional antennas) along with other ideas to try and keep the call boxes in these general locations to serve the motorists. But in the end, every effort ever attempted did not result in a stable, consistent signal to call boxes in these locations, so they had to be removed since they would not be reliable for motorists who may try using them.

In rural areas, there are other unique restrictions to call box placement in that a call box can only be placed where Caltrans and the California Highway Patrol (CHP) determine that it is safe and meets their standards. There needs to be sufficient space for the largest vehicles to turn out safely to park, the turnout has to be clearly visible in both locations to provide the motorist with sufficient time to pull over, the turnout has to be paved on a flat slope and there cannot be any obstructions so that the call box can be powered by sunshine (a few examples of other issues in placing call boxes, as well as meet other required ADA standards). So in some cases, there may be an adequate cellular signal at a certain location but it may not be a viable call box placement due to safety and other factors. So SANBAG has been very supportive and responsive to these rural needs; but in the end, we are still only able to place call boxes where we have a strong, reliable, consistent digital signal and which meet CHP and Caltrans standards. As an example, when digital service became available in 2006, twelve more call boxes were added along SR 330 and SR 18.

The Statute that created and funds the call box program stipulates that the program is intended for non-emergency motorist aid. The transportation agencies that oversee the program did not desire nor were able to meet the many guidelines that are necessary to become an emergency response provider. As a result, when call box calls are transferred to the CHP for assistance or attention, those calls are last in the CHP's call queue and by law the CHP has to respond to every other 911

call before responding to a call box call - even if the call box call is of an emergency nature. It is important that the public is aware of the purpose of the call box program and that if there is a true emergency and if the caller has a cellular signal, they may receive a more appropriate and quicker response by dialing 911 on their cell phone or land line.

SANBAG was required to competitively bid for the cellular service when it switched from analog to digital, and overall, AT&T had and continues to have the best coverage county-wide for this program. In the areas where there was poor digital coverage, all options were pursued along with speaking with AT&T to investigate their future plans they may have to have better digital reception. In some areas, AT&T has said that they are considering additional cell towers; however, in other areas like along SR 38, they have stated there are no near term plans to improve the digital cellular coverage. In the end SANBAG has little influence over AT&T cell tower location but we will continue to communicate our programs' needs.

Given the size of San Bernardino County, the amount of unique terrain and the many highway miles that are covered through our call box program (approximately 1,600 centerline highway miles), there are many limitations as well as challenges in providing this program. From the beginning of the call box program in 1990, SANBAG realized there cannot be 100% call box coverage on every mile of every highway and over the years this Agency has done its best to provide the a reliable, consistent service to the traveling public. The Agency is very proactive and responsive to every service inquiry and takes them very seriously. There are many areas like this portion of SR 38 that the program cannot serve because of lack of cellular coverage, and we continue to be creative and do what we can to make this program a success for the motoring public. Other areas that have had questions over the years about possible call box coverage that SANBAG had investigated but could not install call boxes because of the lack of cellular service, include:

- Trona (SR 178 which is the only State Route/Interstate that does not have a call box on it),
- Lone Pine Canyon which parallels SR 138,
- SR 127 through Mojave National Preserve, and
- SR 18 from Big Bear City to Lucerne.

There was also a question about the frequency of call box calls at the last MDC meeting. Attachment A is a summary of the average number of call box calls by highway route from the period of April 1, 2007 through March 31, 2008. The ten busiest call boxes are located on SR 330 and I-15 (in the high desert area) which had calls per month well above the average, ranging from five to 15 (both highway segments are in areas with a grade). Overall, annual call box call volume has declined sharply from its high in 1994 with 11,700 calls per month to this past cycle, with 1,700 calls per month.

In reviewing the types of calls that were placed at the call boxes along SR 38 over the past year, there is a higher than average number of calls that were disconnected suddenly during the call (because of the poor signal) or calls that never connected. Of the 216 calls placed from call boxes along SR 38 during this period, 30 were never connected completely or the call box disconnected during the call. This confirms the issue with signal strength that has been a problem plaguing this area of the County. Of the 186 calls completed, 39 were from the same callers having to call back multiple times, some times because of poor signal strength and the call box accidentally disconnected. This is an excellent example of where it is in the best interest of the motorist to place call boxes where there is a strong, reliable, consistent signal, in that many times these types of disconnected calls cannot lead to helping the motorists at all or can lead to a false sense of security.

SANBAG will continue to maintain the program with high levels of standards to assure that the motoring public continues to have access to call boxes. Staff will also monitor these routes in the event a cellular signal does become available.

**Financial Impact:** Funds for the call box program are budgeted in SANBAG Task No. 70209000, funding source Department of Motor Vehicle funds.

**Reviewed By:** This item is scheduled for review by the Mountain/Desert Committee at its August 15, 2008 meeting.

**Responsible Staff:** Michelle Kirkhoff, Director of Air Quality/Mobility Programs.



**Attachment A**

**List of San Bernardino Call Box Calls by Route  
 From April 1, 2007 through March 31, 2008  
 Showing the average number of calls by Route per Month  
 In Order of Highest Call Volume**

Route	# of Call Boxes	Average Calls Per Box Per Month	
SR 330	20	3.4	
I 15	567	1.5	
SR 60	22	1.5	
I 10	115	1.4	
SR 38	15	1.2	<System Average = 1.2
SR 2	4	1.0	
SR 18	67	1.0	
SR 210	65	1.0	
I 215	48	1.0	
SR 138	15	0.9	
SR 30	34	0.9	
I 40	199	0.8	
SR 58	28	0.6	
US 95	37	0.6	
SR 71	15	0.6	
SR 259	4	0.6	
SR 62	48	0.5	
SR 127	17	0.4	
US 395	33	0.4	
SR 247	37	0.3	
<b>Total</b>	<b>1,390</b>	<b>1.2</b>	

Note: State Route (SR), Interstate (I), US (United States)

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 5

**Date:** August 15, 2008

**Subject:** Amendment to Barstow Area Transit System Operational Analysis with DMJM Harris, Inc. formerly known as Urbitran Associates

**Recommendation:\*** 1. Approve Amendment 1 to Contract C08029 – Preparation of an Operational Analysis of the Barstow Area Transit System awarded to DMJM Harris, Inc. extending the time performance by nine months to December 2008 and increase the budget authority by \$10,650.00 for the additional data analysis required. Also included in the amendment is the name change from Urbitran to DMJM Harris Inc. who purchased Urbitran Associates in July of 2008.

2. Approve Amendment to Budget Task 31609000 in the amount of \$10,650.00

**Background:** On October 3, 2007 the Board approved the award of Contract C08029 for the Preparation of an Operational Analysis of the Barstow Area Transit System to Urbitran Associates, Inc. The initial contract was for a total amount of \$98,202.00 with a completion date of March, 2008. Throughout the study period incomplete and inaccurate data were discovered which then required additional time to make significant revisions to documents for the study and delayed the development of system recommendations to be presented to the public in September. Thus staff is recommending extending the study time frame until December 31, 2008. Additional costs due to the revisions were identified in the amount of \$10,650.00 bringing the new total of the project to \$108,852. The

\*

*Approved*  
*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Mountain/Desert Agenda Item

August 15, 2008

Page 2

Operational Analysis is near completion and will include a complete system routing restructuring and will include expansion plans that will cover a 5 year planning period.

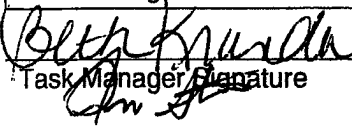
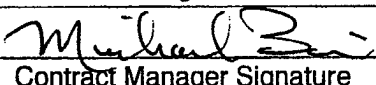
In July, 2008 Urbitran was purchased by DMJM Harris, Inc. The contract change reflects the change of ownership.

**Financial Impact:** The approval of Amendment 1 to Contract C08029 will require an increase in the amount of \$10,650 to task number 31609000 – Barstow County Transit – the funding source will be LTF – Planning.

**Reviewed By:** This item is scheduled for review by the Mountain/Desert Committee on August 15, 2008

**Responsible Staff:** Mike Bair, Director Transit and Rail Programs  
Beth Kranda, Transit Analyst

**SANBAG Contract No. C08029**  
by and between  
**San Bernardino Associated Government**  
and  
**DMJM Harris, formally known as Urbitran Associates, Inc**  
for  
**Preparing an Operations Analysis for Barstow Area Transit System**

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable  <input type="checkbox"/> Receivable	Vendor Contract # _____  Vendor ID _____	Retention: <input checked="" type="checkbox"/> Yes <u>10</u> % <input type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract:        \$ <u>98,202.00</u>  Contingency Amount:       \$ <u>8,220.20</u>		Previous Amendments Total:        \$ _____ Previous Amendments Contingency Total:    \$ _____ Current Amendment:                \$ <u>10,650.00</u> Current Amendment Contingency:        \$ <u>10,650.00</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>108,852.00</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
<b><u>Task</u></b>	<b><u>Cost Code</u></b>	<b><u>Funding Sources</u></b>	<b><u>Grant ID</u></b>	<b><u>Amounts</u></b>
<u>316E8029</u>	<u>6010</u>	<u>LTF Planning</u>	<u>0840</u>	\$ <u>10,650.00</u>
Original Board Approved Contract Date: <u>10/3/07</u> Contract Start: <u>10/5/07</u> Contract End: <u>3/31/08</u>				
New Amend. Approval (Board) Date: <u>9/3/08</u> Amend. Start: <u>9/3/08</u> Amend. End: <u>12/31/08</u>				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>10,650</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____	
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, which Task includes budget authority? <u>31609000</u>				
If no, has the budget amendment been submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input checked="" type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%				
Task Manager: <b>Beth Kranda</b>			Contract Manager: <b>Michael Bair</b>	
 Task Manager Signature		 Contract Manager Signature		<u>8-8-08</u> Date
_____ Chief Financial Officer Signature		<u>8/8/08</u> Date		

**Contract C08029**

**Amendment No. 1**

**Between**

**San Bernardino Associated Governments**

**and**

**DMJM Harris Inc. formally known as Urbitran Associates**

THIS AMENDMENT NUMBER 1 to Contract C08029 is hereby made and entered into this 3<sup>rd</sup> day of September, 2008 by and between the San Bernardino Associated Governments (hereinafter referred to "Agency") and DMJM Harris, Inc. formally known as Urbitran Associates (hereinafter referred to as "Contractor") with regard to preparing the Barstow Area Transit System Operational Analysis.

WHEREAS, Agency and Contractor previously entered into contract C08029 on October 3, 2007 for the preparation of a Operational Analysis of Barstow Area Transit System; and

WHEREAS, Agency desires to amend Contract C08029 by extending the Time of Performance and increasing the Contract Budget Authority for additional Project management expenses; and

WHEREAS, Contractor has prepared a Project Budget Amendment which Agency agrees to and agrees with the Time of Performance Extension; and

WHEREAS, Contractor Urbitran Associates was purchased by DMJM Harris, Inc. in July 2008 and contractor requires the name change and new Federal EIN number of 13-55116947.

NOW THEREFORE, it is agreed that contract C08029 is amended to include the following:

1. Section 4 – Term is amended to extend the time of the contract performance to December 31, 2008.
2. Section 5 - Compensation is amended to increase payment to Contractor by and amount of Ten Thousand Six Hundred Fifty Dollars (\$10,650.00) for a new not to exceed amount of One Hundred and Eight Thousand Eight Hundred and Fifty Two Dollars (\$108,852.00). Agency shall continue to retain ten percent (10%) of the invoiced fee or profit until the successful completion of the work to be performed.
3. Urbitran Associates will now be known and referred to in this agreement as DMJM Harris, Inc.

All other terms and conditions contained in Contract C08029 shall remain in full force and effect.

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS**

**DMJM HARRIS, INC.**

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Gary C. Ovitt  
President

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David Sampson  
Sr. Vice President

Approved as to Form:

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Jean-Rene Basle  
SANBAG Counsel

## *Minute Action*

AGENDA ITEM: 6

**Date:** August 15, 2008

**Subject:** Proposition 1B Public Transit Modernization, Improvement and Service Enhancement Account (PTMISEA) Funding for the Purchase of Three (3) Replacement Paratransit Vehicles

**Recommendation:\***

1. Approve Amendment to Budget Task 31609000 – Barstow Area Transit Capital Expense, increasing the budget authority by \$420,000.
2. Authorize the Executive Director to execute Memorandum of Understanding (C09025) with the City of Barstow for the payment of \$420,000 to purchase three replacement paratransit vehicles.

**Background:** In December 2007 the Board approved the allocation of PTMISEA GC8879.55(a)(2) – Population Funds totaling nearly \$16 million to ten transit capital projects. One of the allocations was for \$420,000 to Barstow Area Transit for the purchase of three replacement paratransit vehicles.

At the time of the Board action, it was thought that Barstow Area Transit would be the direct recipient and that SANBAG would be a co-sponsor for the project as we are for the other transit agency projects. The State has determined that in this case SANBAG must be the recipient. Therefore, an amendment to the Budget Task 31609000 – Barstow Area Transit is required.

*Approved*  
*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Under the adopted guidelines for the Proposition 1B PTMISEA, the recipient of these funds are required to submit progress reposts, fiscal and compliance audits and a follow-up report once the project is complete. The purpose of the attached Memorandum of Understanding (MOU) is to identify the roles and responsibilities of SANBAG and Barstow Area Transit with respect to the receipt of the PTMISEA Funds.

**Financial Impact:** With approval of this amendment and MOU, Budget Task 31609000 – Barstow Area Transit Capital Expense will increase by \$420,000.

**Reviewed By:** This item is scheduled for review by the Mountain/Desert Committee on August 15, 2008

**Responsible Staff:** Michael Bair, Director of Transit and Rail Programs  
Beth Kranda, Transit Analyst



**SANBAG Contract No. C09025**  
by and between  
**San Bernardino Associated Governments**  
and  
**The City of Barstow**  
for

**Allocation of Proposition 1B PTMISEA Funds for Purchase of Three Paratransit Vehicles**

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable  <input type="checkbox"/> Receivable	Vendor Contract # _____  Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original  <input type="checkbox"/> Amendment	
Notes:				
Original Contract:      \$ <u>420,000</u>  Contingency Amount:    \$ _____	Previous Amendments Total:                      \$ _____ Previous Amendments Contingency Total:       \$ _____ Current Amendment:                                      \$ _____ Current Amendment Contingency:                      \$ _____			
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>420,000</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Grant ID</b>	<b>Amounts</b>
<u>31609000</u>	_____	_____	_____	\$ <u>420,000</u>
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>9-3-08</u> Contract Start: <u>9-3-08</u> Contract End: <u>Open</u>				
New Amend. Approval (Board) Date: _____      Amend. Start: _____      Amend. End: _____				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>420,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, which Task includes budget authority? <u>31609000</u>				
If no, has the budget amendment been submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Beth Kranda</b>			Contract Manager: <b>Mike Bair</b>	
 Task Manager Signature		 Contract Manager Signature		<u>8-8-08</u> Date
_____ Chief Financial Officer Signature		_____ Date		

**SANBAG AGREEMENT C09025**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**AND**

**THE CITY OF BARSTOW**

This Memorandum of Understanding (MOU) is entered into this 3<sup>rd</sup> day of September 2008, by and between the San Bernardino Associated Governments (SANBAG), a joint powers authority, herein after referred to as "SANBAG", and The City of Barstow- Barstow Area Transit for the purpose of defining the roles and responsibilities of the two parties with respect to the receipt of Proposition 1B Public Transportation, Modernization, Improvement and Service Enhancement Account (PTMISEA) funds allocated to SANBAG pursuant to Government Code 98879.55(a)(2), hereinafter referred to as "PTMISEA Population Funds".

**RECITALS**

WHEREAS, The City of Barstow is a public entity operating Barstow Area Transit and:

WHEREAS, SANBAG, acting as the Regional Transportation Planning Agency desires to work as a partner with The City of Barstow ensuring replacement vehicles are procured:

WHEREAS, The City of Barstow applied for PTMISEA Population Funds in the amount of \$420,000 to purchase three twenty two passenger lift equipped vehicles.

WHEREAS, SANBAG acting as the RTPA is the recipient of PTMISEA Population funds and has identified The City of Barstow bus procurement eligible for funding as approved by the SANBAG Board in December 5, 2007.

WHEREAS, the PTMISEA Population Funds applied for by SANBAG were approved by Caltrans on February 22, 2008 and will be sent directly to SANBAG and,

WHEREAS, SANBAG and The City of Barstow hereby agree that certain administrative and financial functions will be necessary in order for the PTMISEA Population Funds allocated to SANBAG to be used for capital projects to be completed by The City of Barstow,

NOW, THEREFORE, it is mutually understood and agreed by SANBAG and The City of Barstow as follows:

## **ARTICLE A. RESPONSIBILITIES OF SANBAG AND THE CITY OF BARSTOW**

### **1. The City of Barstow and SANBAG**

- a. The City of Barstow shall assist SANBAG in determining eligible capital projects and the amount of PTMISEA Population Funds allocated to SANBAG required for each eligible City of Barstow project and project applications.
- b. The City of Barstow shall prepare and submit an invoice to SANBAG for the PTMISEA Population Funds as identified in the project schedule in Attachment A.
- c. The City of Barstow shall prepare Project Status Reports during the term of the project as identified in Attachment A.
- d. The City of Barstow shall, after receipt of any portion of the PTMISEA Population Funds made available from SANBAG and through the completion of the project, include any required fiscal and compliance audit requirements in the annual independent audit of Barstow Area Transit.
- e. SANBAG and The City of Barstow will jointly prepare and submit applications to the State Department of Transportation in accordance with the schedule developed by Caltrans for the PTMISEA Population Funds for mutually agreed upon eligible projects.
- f. SANBAG shall notify Caltrans when the funds made available for the project have been encumbered.
- g. SANBAG shall include the receipt and disbursement of the PTMISEA Population Funds made available to Barstow Area Transit in its annual independent fiscal and compliance audit.

### **2. General Provisions**

- a. Term of MOU – this MOU shall be effective upon execution by both parties. The MOU shall remain in effect until terminated by mutual written consent of both parties.
- b. Legal Authority – SANBAG and The City of Barstow hereto warrant that they are duly authorized to execute this MOU on behalf of said parties and that, by so executing the MOU; the parties hereto are formally bound to the provisions of this MOU
- c. Assignment – Neither this MOU, nor any of the parties' rights, obligations, duties or authority there under may be assigned in whole or in part by either party without the proper written consent of the other party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to any assignment shall not be deemed consent to any subsequent assignment.
- d. Governing Law – the laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this agreement.

e. Withdrawal and Termination – Any party may withdraw from this MOU upon thirty (30) days written notice to each party, providing that the notice of withdrawal sets for the effective date of the withdrawal and the reason for the withdrawal.

f. Notices – Any notices, requests, or demands made between the parties pursuant to this MOU are to be directed as follows:

The City of Barstow  
220 East Mountain Avenue  
Barstow, CA 92311  
Attn: Richard Rowe  
Interim City Manager  
(760) 255-5101

San Bernardino Associated Governments  
1170 W Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
Attn: Mike Bair  
Director of Transit and Rail  
(909) 884-8276

g. Severability – If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.

h. Counterparts of MOU – This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

i. Force Majeure – Either party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party and provided further that such nonperformance is unforeseeable beyond the control and is not due to the fault of negligence of the party not performing.

In Witness Whereof, the Parties have executed this Memorandum of Understanding as of the date first written above.

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS**

**THE CITY OF BARSTOW**

\_\_\_\_\_  
Deborah Robinson-Barmack  
Executive Director

\_\_\_\_\_  
Lawrence Dale  
Mayor

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Jean-Rene Basle  
SANBAG Council

\_\_\_\_\_  
Attorney  
City of Barstow

**ATTACHMENT A**  
**FISCAL YEAR 2008/2009 PTMISEA**

- 1. Project Description:** The purchase of three (3) replacement paratransit vehicles
- 2. Project Award:** \$420,000
- 3. Project Drawdown Schedule:** Tentative date of October 2009 - \$420,000
- 4. Tentative Procurement Schedule:** Purchase Order to Vendor – October 2008

Take Delivery/Acceptance – September 2009

Put into Service – October 2009

Invoice to SANBAG – October 2009

**5. Six Month Project Status Report:** The Six Month Project Status Report shall contain a description of the activities and progress made on the implementation of the Project. The purpose of the report is to ensure that projects and activities funded from the PTMISEA bond proceeds are being executed in a timely fashion, that the project is within the scope and cost approved at the time of allocation and is achieving the intended purpose.

**6. Six Month Project Status Report Schedule:** The Six Month Project Status Report Schedule shall commence the same month as the allocation of the PTMISEA funds are made to SANBAG and will continue every six months thereafter until project completion.

**7. Annual Fiscal and Compliance Audits:** Each annual fiscal and compliance audit shall include the verification of receipt and appropriate expenditure of the bond funds. The audit shall include the identification of any interest earned from the bond revenues received. The fiscal and compliance audit must be submitted 180 days after the end of the fiscal year. SANBAG may grant an extension of up to 90-days if deemed necessary.

**8. Project Follow Up Report:** Six months after the Project becomes fully operational or has entered into service a Follow up Report is required. The report shall include the final Project cost compared to the original budget, the Project duration compared to the project schedule and the date of the allocation and the performance outcome achieved as compared to the outcomes described in the original application.

**9. Project Follow up Report Schedule:** Six months after Project becomes fully operational.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 7

**Date:** August 15, 2008

**Subject:** Quarterly Administrative Report on SANBAG Federal Funding Programs

**Recommendation:** \*

- 1) Receive report on quarterly reporting and obligation status.
- 2) Adopt a finding of compliance with obligation requirements for all affected agencies.

**Background:** Assembly Bill 1012 (AB1012) requires SANBAG to monitor and report to Caltrans on the use of Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funds apportioned to San Bernardino County and allocated by the SANBAG Board. Federal funds apportioned to SANBAG are eligible for obligation for three years. Obligation refers to a commitment by the Federal Highway Administration (FHWA) to reimburse an agency for an authorized amount of federal funds for a specific project. After three years, unobligated apportionments are subject to reprogramming and loss to SANBAG and its member agencies.

Because of SANBAG's requirement to manage the timely use of funds to avoid loss of funding pursuant to the provisions of AB1012, the SANBAG Board established a protocol that requires recipients of federal funds allocated by SANBAG to enter into contracts with SANBAG. These contracts include a description of the scope of the approved project, the amount of federal fund allocation, and the schedule of project implementation. In addition, the terms of the contracts require federal fund recipients to submit quarterly progress reports on their projects to SANBAG until completion of the project. In accordance with adopted SANBAG policy, failure to comply with any provision of the contract constitutes grounds for revocation and reallocation of the

*Approved*  
*Mountain Desert Policy Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

funding by action of the SANBAG Board pursuant to the protocol specified in each contract.

#### **Quarterly Reporting Status**

Tables 1 – 3 summarize the projects to which funds were allocated, their quarterly reporting history, and the status of the project. All agencies required to report to SANBAG on the status of their projects submitted quarterly reports by July 15<sup>th</sup> as required by the terms of their contract.

#### **Obligation Status**

As mentioned earlier, federal funds are available for obligation for three years from the date of apportionment. Therefore, unobligated balances from federal apportionments through fiscal year 05/06 will be subject to reprogramming in November 2008. As shown in Tables 1 – 3, SANBAG has already met the AB1012 obligation requirements for the CMAQ funds for fiscal year 07/08 and has already met the AB1012 obligation requirements for the STP funds for fiscal year 07/08; therefore, staff does not expect any CMAQ or STP funds to be subject to reprogramming in November, as indicated by the negative amounts shown in each table under "Expected Amount Subject to Reprogramming 11/08". According to schedules provided by project sponsors in the quarterly reporting, SANBAG will meet the obligation requirements for fiscal year 08/09, as well.

As was reported to the SANBAG Board in June 2006, Caltrans has developed an Obligational Authority (OA) Management Policy that limits annual obligations to annual OA levels on a county-by-county basis. Because annual apportionments are almost always higher than annual OA levels, OA being the mechanism to access the apportionments, it is inevitable that SANBAG will eventually lose a portion of past apportionments through AB1012. In addition, FHWA has been issuing rescissions of federal apportionments. An analysis of the projected impacts of the OA Management Policy and the federal rescissions is necessary before allocation of additional funds.

**Financial Impact:** Funding for SANBAG's monitoring of local assistance project status is consistent with the adopted SANBAG Budget Task No. 37309000. The absence of critical project status and progress information provided in quarterly reports could result in SANBAG's inability to assure timely obligation of funds to avoid loss to the agency and its members.

**Reviewed By:** This item is scheduled for review by the Mountain Desert Committee on August 15, 2008 and the Planning and Programming Committee on August 20, 2008.

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming



**TABLE 1**  
**Congestion Mitigation and Air Quality Program Status**  
**Mojave Desert Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2008 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	Adelanto/Auburn/Jonathan Paving	01-052	12/06/00	\$224,000	\$0	Apr-08	Jul-08	Oct-07	Jan-08	RFA3 to be submitted 1/11
Barstow Transit	Paratransit Vehicle Replacement - Gas	20040701	08/06/03	\$613,846	\$290,150	Apr-08	Jul-08	Oct-07	Jan-08	Funds to obligate by end of FFY
Barstow Transit	Purchase Replace Alt Fuel Paratransit Vehicles	20020140	08/06/03	\$204,889	\$96,889	Apr-08	Jul-08	Oct-07	Jan-08	Funds programmed in future years
Barstow Transit	Bus System - 27 Passenger Replacement Alt Fuel	20041303	08/06/03	\$1,142,000	\$0	Apr-08	Jul-08	Oct-07	Jan-08	Funds programmed in future years
Caltrans	I.E. Transportation Management Center & PNR - Fontana	200826	10/05/05	\$1,350,000	\$1,000,000	Apr-08	Jul-08	Oct-07	Jan-08	To FHWA Obligation funds expected 8/08. Partial obligation 8/07.
SANBAG	Rideshare Program for Mojave Desert Air Basin	20040828	08/06/03	\$1,831,000	\$585,000	Apr-08	Jul-08	Oct-07	Jan-08	Funds programmed in future years
Victorville	Park & Ride at Victor Valley College	01-048	12/06/00	\$931,987	\$102,000	Apr-08	Jul-08	Oct-07	Jan-08	RFA3 to be re-submitted 9/08
Victorville	I-15/Amargosa Park-n-Ride Lot Expansion	00-107	02/02/00	\$719,101	\$80,000	Apr-08	Jul-08	Oct-07	Jan-08	RFA3 to be re-submitted 7/08
VVTA	Replace Alt. Fuel Paratransit Vehicles	SBD41114	08/06/03	\$1,137,000	\$265,590	Apr-08	Jul-08	Oct-07	Jan-08	Funds programmed in future years
	<b>TOTALS</b>			<b>\$8,153,823</b>	<b>\$2,419,629</b>					

**Obligation Status**

Fiscal Year 07/08:

Fiscal Year 08/09:

Apportionment Subject to Reprogramming \$14,093,009	Apportionment Subject to Reprogramming \$10,715,232
Obligated Amount to Date* \$6,508,912	Obligated Amount for FY08/09 \$0
Additional Obligation Scheduled by 11/08 \$1,201,797	Additional Obligation Scheduled by 11/09 \$3,782,119
<b>Expected Amount Subject to Reprogramming 11/08 **\$6,382,300</b>	<b>Expected Amount Subject to Reprogramming 11/09 ** \$6,933,113</b>

**NOTES:**

\* - Includes projects with closed contracts and projects funded through Board set-asides

\*\* The obligation of CMAQ apportionments is not monitored by Air Basin, therefore, over-obligation in the SCAB compensates for under-obligation in the MDAB

C - Project Complete/Cancelled

RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

**TABLE 2**  
**Congestion Mitigation and Air Quality Program Status**  
**South Coast Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2008 Quarterly Reports				Comments
						1	2	3	4	
Caltrans	I.E. Transportation Management Center & PNR - Fontana	200626	10/05/05	\$5,050,000	\$0	Apr-08	Jul-08	Oct-07	Jan-08	To FHWA. Obligation of funds expected 8/08
Caltrans	I-215 - I-10 to SR 30 HOV Lanes & Op Improvements	713	08/10/05	\$72,651,000	\$33,754,000	Apr-08	Jul-08	Oct-07	Jan-08	RFA3 for Segment 1 to be submitted 2/08.
Colton	Washington St at Reche Cyn & Hunts Ln Mitigation	00-102	02/02/00	\$400,000	\$60,000	Apr-08	Jul-08	Oct-07	Jan-08	RFA3 to be submitted 12/08
MARTA	Replacement Paratransit Vehicle Purchase	200423	09/06/03	\$724,000	\$281,791	Apr-08	Jul-08	Oct-07	Jan-08	Funds programmed for 07/08 and future years
Omnitrans	Bus Replacement - Alt Fuel	S9D90105	09/06/03	\$9,317,000	\$9,317,000	Apr-08	Jul-08	Oct-07	Jan-08	Obligated 5/20/08
San Bernardino	Metrolink Parking Structure	20020802	10/05/05	\$6,608,000	\$0	Apr-08	Jul-08	Oct-07	Jan-08	Anticipate obligating funds before end of FFY
SANBAG	Valley Traffic Signal Coordination - Tier 2	2001014	12/05/01	\$2,324,246	\$0	Apr-08	Jul-08	Oct-07	Jan-08	Funds programmed for 07/08
SANBAG	Rideshare Program for SCAB	20040827	12/01/04	\$6,053,000	\$2,038,000	Apr-08	Jul-08	Oct-07	Jan-08	Funds programmed for 07/08 and future years
SANBAG	Valley Traffic Signal Coordination - Tier 3 & 4	20061502	09/06/03	\$8,500,000	\$0	Apr-08	Jul-08	Oct-07	Jan-08	Funds programmed for 07/08 and future years
Upland	Upland Metrolink Station - Parking Expansion	20040825	10/05/05	\$2,776,800	\$0	Apr-08	Jul-08	Oct-07	Jan-08	Funds programmed in future years
<b>TOTALS</b>				<b>\$112,414,046</b>	<b>\$45,450,791</b>					

**Obligation Status**

Fiscal Year 07/08:		Fiscal Year 08/09:	
Apportionment Subject to Reprogramming	\$54,816,737	Apportionment Subject to Reprogramming	\$6,730,090
Obligated Amount to Date*	\$50,349,336	Obligated Amount for FY08/09	\$0
Additional Obligation Scheduled by 11/08	\$16,952,922	Additional Obligation Scheduled by 11/09	\$43,537,914
Expected Amount Subject to Reprogramming 11/08**	\$-12,485,521	Expected Amount Subject to Reprogramming 11/09**	\$-36,807,824
		(Includes amount over-obligated in FY 07/08)	

**NOTES:**

\* - Includes projects with closed contracts and projects funded through Board set-asides

\*\* The obligation of CMAQ apportionments is not monitored by Air Basin, therefore, over-obligation in the SCAB compensates for under-obligation in the MDAB

C - Project Complete/Cancelled

RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

**TABLE 3**  
**Regional Surface Transportation Program Status**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2008 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	El Mirage Rehab & Paving - West City Limits to US395	01-036	12/07/05	\$1,375,466	\$0	Apr-08	Jul-08	Oct-07	Jan-08	RFA3 to be submitted 11/2010
Caltrans	I-215 - I-10 to SR30 HOV Lanes & Op Improvements	713	08/01/03	\$47,118,000	\$0	Apr-08	Jul-08	Oct-07	Jan-08	Obligation scheduled for 08/09
Colton	Main St & Iowa Ave Intersection	01-077	02/07/01	\$250,000	\$19,476	Apr-08	Jul-08	Oct-07	Jan-08	RFA2 to be submitted 9/08
Hesperia	Ranchero Rd Grade Separation	SBD031276	12/07/05	\$3,650,000	\$0	Apr-08	Jul-08	Oct-07	Jan-08	RFA3 to be submitted 7/09
San Bernardino	State St-16th St to Foothill-Extend 2 lanes	01-082	02/07/01	\$2,005,000	\$0	Apr-08	Jul-08	Oct-07	Jan-08	RFA2 to be submitted 1/09
SB County	Needles Hwy-N St to Nevada StateLine-Realign,Rehab	01-093	10/04/00	\$2,476,840	\$1,043,975	Apr-08	Jul-08	Oct-07	Jan-08	RFA2 to be submitted 5/09
SB County	National Trails Hwy - Passing Lanes	01-038	10/04/00	\$1,907,284	\$310,000	Apr-08	Jul-08	Oct-07	Jan-08	RFA2 to be submitted 5/09
	<b>TOTALS</b>			<b>\$58,794,590</b>	<b>\$1,373,451</b>					

**Obligation Status**

Fiscal Year 07/08:		Fiscal Year 08/09:	
Apportionment Subject to Reprogramming	\$50,749,240	Apportionment Subject to Reprogramming	\$4,293,741
Obligated Amount to Date*	\$66,854,340	Obligated Amount for FY08/09	\$0
Additional Obligation Scheduled by 11/08	\$0	Additional Obligation Scheduled by 11/09	\$54,259,455
Expected Amount Subject to Reprogramming 11/08	\$-16,105,100	Expected Amount Subject to Reprogramming 11/09	\$-49,965,714

**NOTES:**

- \* - Includes projects with closed contracts and projects funded through Board set-asides
- G - TEA-21 Funded Project Complete/Cancelled
- RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

**SANBAG Acronym List**

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996